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OCT 20 2010

PETITION FOR REHEARING ON PETITION FOR WRIT OF CERTIORARI

By

Subbamma V. Vadde

October 2010

IN THE

Supreme Court of the United States

[Docket# 10-112]

(Based on Appeal from Court Errors in Georgia Court of Appeals Case# A09A1714 and Georgia Supreme Court Case# S10C0624)

Subbamma V. Vadde
Petitioner/Appellant

Vs.

Bank of America (BofA)
Defendant/Appellee

Subbamma V. Vadde
2630 Garland Way
Duluth, GA 30096
U.S.A
(404) 453-3531

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PETITION FOR REHEARING
ON
PETITION FOR WRIT OF CERTIORARI

The U.S. Supreme Court erroneously denied Appellant's Petition for Certiorari on 10/04/10 without justified opinion/specific reason for the denial.

The Court did not address or decide the questions presented in the Petition for Certiorari and did not reveal what metrics or standard of review the Court of Appeals should have employed or what standards this Court itself used. Further, this honorable court was unaware of additional details favoring granting of Certiorari, which were presented in Appellant's original Georgia Court of Appeals Brief dated 5/26/09, but were overlooked or ignored by that court due to space limitations. Those details and additional clarifying facts are included in the current Petition and its Appendices. Rehearing and grant of Appellant's Certiorari requests is mandated because resolution of these unaddressed issues has important, outcome-determinative implications for the issues presented in this petition and for future cases in which similar questions will arise.

Therefore, as per Rule 44.2, Petitioner invokes the grounds for granting this Petition, as presented in subsequent Sections, which include overlooked meritorious points and extraordinary intervening circumstances of a substantial or controlling effect, that were not previously presented.

I. GROUNDS FOR GRANTING THIS PETITION

Petitioner's grounds/clarifications for granting this Petition and Certiorari are as succeeds:

1) Appellant has reason to believe that the Georgia Court of Appeals erred in upholding the erroneous decisions of the State Court of Cobb County, and further, that the Georgia Supreme Court erred in denying Certiorari/Motion for Reconsideration in this case. The U.S. Supreme Court had also erred in denying Certiorari on 10/04/10.
2) For this Honorable Court to properly appreciate this case in appropriate perspective, Appellant requests and urges the U.S. Supreme Court to either order a Copy of the entire Record for review from the Georgia Court of Appeals, or thoroughly read/reread the contents presented in Appellant's Petitions, especially the matter presented in the Appendices (which in fact contains crucial information too, but had to be relegated to the Appendices due to space limitations).
3) Appellant's arguments of merit with ***citation of authority*** pointing out egregious errors of lower courts, due process errors, ***and constitutional violations***, were extensively covered in Certiorari Sections II, IV, V through XIV, and Appendix H, and are also summarized in Appendix DD of this petition.
4) ***BofA submitted no written response within 30 days of Petitioner's rebuttal to its Motion for Summary Judgment (MSJ) (R-625-690), dated 12/2/06,*** thereby granting Petitioner's claims by default, as per Rule 6.2 of Uniform

State Court Rules and O.C.G.A. § 9-11-55(a). BofA also did not address issues raised by Petitioner, either in the trial court or in the Court of Appeals, nor answered her questions/issues in her interrogatories and requests for admissions submitted to the trial court or to the Court of Appeals, or in her Certiorari earlier. Further, BofA did not provide Petitioner's requested discovery in 2006. A copy of the said crucial unaddressed Motion for Discovery (Supplement) (R-231-238) has been presented in Appendix AA of this petition. In order for this honorable court to get a wholesome justified perspective in support of Petitioner's claims against BofA, and gather an understanding as to how many crucial questions and issues (relevant to resolution of this case) went unanswered/unaddressed by BofA in 2006, Petitioner has provided a copy of her crucial second interrogatories and request for admissions to BofA (R-239-257; R-258-279), in Appendices BB and CC of this petition. Further, BofA's new attorney, Mrs. Nancy Baughan, had also officially filed a waiver with the U.S. Supreme Court around August 19, 2010, indicating that she did not intend to file any response or objections to Petitioner's Certiorari. Hence, this Petition and Petitioner's requests in her Certiorari must be granted.

5) ***Clearly, in view of the above facts, Petitioner's Motion to Compel Discovery (R-325-341) and Motion for Sanctions (R-560-594) should have been granted. It is unjust to make adverse decisions against Petitioner without proper discovery and answers*** from BofA on crucial questions raised in her interrogatories and requests for admissions,

calling for the reversal of 2/4/09 decisions. Bullard v. Ewing, 158. App. 287, 279, S.E. 2d 737 (1981). With respect to Court of Appeals' issues raised in Pages 7 & 8 of its opinion dated 11/20/09 on denial of discovery and consequent harm to Petitioner; Petitioner had sought discovery, information, and answers from BofA on the pertinent issues of authenticity of her check, alleged dishonor, and notice of dishonor (as can be gathered from Appendices AA, BB, and CC), discovery, answers, and admissions to which if provided, upon discovery being allowed and compelled by Court, would have further corroborated the facts long ago (in 2006 itself) that BofA's case was based on use of illegal conclusory allegations and inadmissible hearsay, and that ***Petitioner's check; was not legally dishonored or returned to Petitioner, is not fraudulent, was not returned by Ulster Bank, and that check was not presented to Ulster Bank upon deposit in 2004***.

6) The quality and subject matter of the content and nature of issues presented in Appendixes AA, BB, and CC, that went unaddressed by BofA, negates BofA's claims and provides support to Petitioner's claims against BofA. The events, subject matter, and logic presented prove that: (a) BofA has presented neither evidence to justify dishonor of check deposited on 6/12/04 nor any evidence as proof of mailing of dishonor to Appellant, (b) BofA's witnesses have no personal knowledge on mailing any timely notice of dishonor to Appellant, and (c) Petitioner deserves to be compensated by BofA for its wrongfully alleged dishonor, failure to give timely notice of dishonor, and abusive litigation in this case.

7) Additional arguments, facts, logic, law, reasons in support of Petitioner's claims against BofA are presented in her Original detailed Appellate Brief which was filed with the Georgia Court of Appeals on 5/26/09, but which was unjustly ignored/overlooked by it when it asked Appellant to present another amended abbreviated Brief around 82109. Please note that the Court of Appeals then raised the same issues in its 11/20/09 opinion that were already addressed by Appellant in her original Appellate Brief from 5/26/09, particularly in Sections VII through XV, and especially in Sections VII, VIII, XA, and XB. A copy of Appellant's original comprehensive Appellate brief dated 5/26/09, with all the necessary substantiations and details favoring Petitioner in this case has been posted on the world wide web for the reader's perusal and enhanced understanding, and can be obtained from the following website: http://www.scribd.com/doc/39402103/Subbamma-Vadde-V-Bank-of-America-Original-Overlooked-Ignored-Georgia-Court-of-Appeals-Brief-52609.
8) There is no doubt that Appellant and her husband, Srinivas Vadde, were unnecessarily harassed on capital/expense checks sent by Mr. Joseph Sanusi and other Business officials from Nigeria who are also separately connected with the Oil & Gas Industry and government officials related to OPEC (Organization of Petroleum Exporting Countries) transactions.
9) It is important to note that while unnecessary debt can be accumulated by anybody, value and earnings based on value usually come proportionately with virtue and quality. Petitioner's husband believes in changing our

economic model from a debt driven model to a value and earnings driven model in a world economy. As stated in Page 37a of Appendix F of Petitioner's Certiorari, Mr. Srinivas Vadde's earnings are based on an earnings and value driven economic model, and not on a debt driven economic model.

10) The details/specifics of the legal business transactions between Appellant's husband, Srinivas Vadde, and the Federal Government of Nigeria, on his Oil & Gas Contract with the Federal Government of Nigeria, are outside the scope of this case. Further, such details and specifics are protected as "Top Secret" Classified Information by Work Product Privilege and other doctrines of privilege and Confidentiality Agreements, executed by Srinivas Vadde with the Federal Government of Nigeria, in relation to economic fundamentals of nations. However, for the purpose of clarification and to help resolve the issues in this simple Ulster Bank/Irish capital/expense check case from Mr. Joseph Sanusi, it suffices to reiterate and state that some members of Government(s) connected with OPEC transactions and Federal Reserves of Countries itself sent checks from Nigeria to Mr. Vadde in the past to provide him capital while waiting for security clearances to be issued to him beforehand, in order to pay him bigger sums of money safely through SWIFT (Society for Worldwide Interbank Financial Telecommunication) bank wire transfer after security clearances are issued to him, since they already owed him Oil & Gas related money/wealth, although the checks by themselves were capital/expense checks on

separate/different/Hummer business transactions, unrelated to his legally hassle free Nigerian/OPEC Oil & Gas Contract transaction. Hence, Mr. Srinivas Vadde thinks/believes that it is important and better for the relevant government machinery, institutions, and agencies involved in issuing security clearances, to share intelligence and communicate with each other across their departmental boundaries, and issue him the necessary clearances immediately in principles of equity to him, and facilitate speedy receipt of his large scale bank remittances.

11) Undue harassment of Appellant and her husband, Srinivas Vadde, in the Georgia legal system in the past, occurred due to them being subject to senseless speculation and accusations from some irrational bankers and banks such as BofA. Such speculative allegations spanned the gamut of baseless insinuations ranging from the checks given to Srinivas Vadde by officials from Nigeria being fraudulent (since the individuals who apparently gave checks to Srinivas Vadde were alleged to be Nigerian Scammers/419ers or fraudsters with connections to other corrupt U.S. Government officials and various banks, and world government Secret Services, living in Nigeria), to the individual who sent the check from Ulster Bank itself allegedly not being Mr. Joseph Sanusi, the Governor of the Central Bank of Nigeria during 2001-2004. Then, all of a sudden, and most unabashedly/without the least amount of shame, the justice system/Georgia Court of Appeals in 2009 admitted that the individual who sent the Ulster bank check to Mr. Srinivas Vadde is indeed Mr. Joseph Sanusi, the former governor of Central Bank of Nigeria, but

still erroneously considered it fraudulent based on false presumptions/baseless allegations without giving any tangible proof of reason for dishonor of the said check, to continue to harass Appellant and her husband on the check issues for criticizing its dysfunctional, whimsical, and unjust practices, and due to its timidity to admonish and rectify the lower courts/courts system and the U.S. financial checks system through proper checks and balances. This proves that courts and court systems (which are parts of government) are also imperfect and prone to making mistakes by passing errant, baseless, and unjust judgments/denials, especially upfront.

12) Notwithstanding the fact that there is no advanced fee fraud involved in the check in this case and in the dealings of Appellant's husband, Srinivas Vadde, with officials related to OPEC/Oil & Gas industry, the Appellant draws the attention of the court to the fact that there seems to be a dichotomy (for the lack of a better word) in the systemic functioning of government(s) (a truly complex congregation of entities), banks, and businesses in financial transactions, that the Honorable Court would be better off acknowledging, understanding, reconciling with, and/or resolving. To elaborate, entities such as Courts, Government(s), and Banks and their constituent Judges and employees cannot and must not be hypocritical and pass denials or rulings or opinions (as done in past), that say/imply that their practices are holier than thou, and that other people and individuals in the world must do as they say but not do as they do, for that would be unjust and lead to systemic collapse (including leading to the collapse of the

government, and its legal, justice, and financial systems), since such entities are also nothing but a group of people, and ultimately comprise of nothing more than individuals, in the strictest sense. *For example:* It is ironic that the courts (such as the State Court of Georgia, the Georgia Court of Appeals, and the Georgia Supreme Court) which are branches of government themselves, burden the individuals filing court paperwork to seek justice, by charging court fees upfront, before providing any goods or service(s), and often pass baseless opinions or denials but do not provide any tangible service of benefit or financial relief to the wronged individuals seeking justice in a speedy manner (a practice that is considered fraudulent/erroneous by many and must be rectified immediately), but seek to unjustly condone/ignore banks' and lower courts' unjust practices by turning a blind eye to their injustices, and unnecessarily draw attention to some irrelevant alleged schemes of advanced fee fraud in a financial/banking/economic system, that simply erroneously emulated parts of their own legal system practices in the past, while counteracting any of their negative influences, perhaps since the times of King John/King George III, or the Magna Carta itself, which eventually led to the U.S. Declaration of Independence and charting of the U.S. Constitution and the Bill of Rights based on English Common Law. Let us also not forget that many of the current day world legal systems, including those of Nigeria, U.K/Great Britain, Ireland, the United States of America, and India, are based much on English Common Law, in addition to their adopting some standards/practices from local and world

geopolitical practices/influences and International Law. Anyhow, to clarify further and set the record straight, so as to help rectify our economic, financial, justice, and other systems better: Charging a fees for expenses or getting paid before providing goods or services (as done even by Wal-Mart/Exxon Mobil), or billing/invoicing and getting paid for goods or commissions on services provided and/or being provided, whether it be offering/provision of endorsements/influence and/or intelligence/intellect/wisdom on Agreements/Contracts, and/or on Documents/Checks/Negotiable Instruments (including those related to Worldwide Earnings from Sales of Goods/Stocks related to Supply of Crude Oil & Gas and Refinery/Petrochemical products and Financial Instruments/Negotiable Instruments related to financial transactions of nations and banks), whether done by the U.S. Courts, Nigerian Government, British Government, U.S. Government, Indian Government, or any other world government/institution or business, or individual like Appellant's husband, Srinivas Vadde, is considered business by many/most/vast majority of people all over the world. It is high time our justice systems understand and recognize/realize that there is no advance fee fraud here. There is nothing fraudulent about this widespread and prevalent worldwide practice that has existed for centuries in economies all over the world.

13) Irrespective of any of this case issues and opinions of courts, it is true that Petitioner's husband, Srinivas Vadde, is already a very high net worth individual as of the date of this Petition for Rehearing on her Certiorari, in October 2010,

with his net worth and value exceeding the $1 Billion+ (U.S. Dollars) range. Regardless of any of the issues with respect to the check in this case, although Srinivas Vadde (who has been promised/assured to be paid by the Federal Government of Nigeria in Millions and/or Billions of U.S. Dollars soon in a few days), will most likely be paid Multimillions of Dollars (expected to be around at least $200 Million + U.S. Dollars) in the next couple of days, and will likely be further desirably paid well over $1 Billion U.S. Dollars by the Federal Government of Nigeria, shortly/soon, in installments of over U.S. $50 Million U.S. Dollars per quarter or around $17 Million U.S. Dollars or more per month, beginning November 2010, for his earnings related to the Billions and/or more in Trillion(s) in Crude Oil & Gas and Refinery/Gasoline/Petrochemical Products and other Financial Sectors' Investment revenue for Federal Government of Nigeria obtained/materialized with his influence/intelligence/Contractual and Business Endorsements/Financial and Marketing and Sales skills, this honorable court must not condone BofA's errors or deny financial relief to Appellant, or make financial relief to Appellant in this case contingent to the Federal Government of Nigeria completing paying Srinivas Vadde all the money they owe him for the benefit they have already received from him since the past and are receiving from him first, which logically, justly, and ideally would be payments to him in Billions of U.S. Dollars, or contingent to other Governments and/or Businesses paying him Multimillions and/or Billions of U.S. Dollars on

other business ventures first, for that would undermine this honorable court's ability to provide independent swift/timely justice and financial relief to Appellant and render this court unjust and inconsequential (for hindering competitive business and payment practices).

14) ***Petitioner contends that this case and cases like this must not be allowed to be filed or litigated by banks*** in courts under circumstances as in the current case, since there were ***no predefined suitable objective metrics/criteria to determine a check to be fraudulent*** in this case and similar ones. Not only is it important to predefine said objective metrics, but it is also equally important to predefine ***who is responsible for clearing deposited checks in a banking system,*** whether it is the bank, the depositor, the courts, or other branches of government. ***Based on the existing metrics*** *(such as Federal Rules of Civil Procedure, Rules of Evidence, O.C.G.A § 24-4-23.1, and the Best Evidence Rule under the Civil Practice Act, pursuant to O.C.G.A § 24-5-1, O.C.G.A § 24-5-2, and/or O.C.G.A § 24-5-3),* ***Petitioner clearly is faultless and has no liability in this case, and BofA has liability to immediately pay Petitioner around $1 Million+ (U.S Dollars),*** *for failure to give timely notice of dishonor and for its abusive litigation, at the least.*

15) ***It is therefore reasserted that as an Extraordinary remedy for the past flagrant errors in this case due to BofA's erroneous acts,*** and suffering by Appellant; this honorable ***court must immediately grant an award of around $1 Million+ U.S. Dollars,*** as payment

from BofA in compensation ***to Petitioner, without her having to wait or needing to initiate a separate lawsuit on BofA.***

Other relevant arguments and details are presented in Appendix H of Appellant's Petition for Certiorari, and highlighted in Appendix DD of the current Petition.

II. CONCLUSION

For all the foregoing reasons, Petitioner respectfully prays that the Honorable U.S. Supreme Court grant this Petition and Certiorari with her requests therein.

Respectfully submitted,

Subbamma V. Vadde, Pro Se
2630 Garland Way
Duluth, GA 30096
U.S.A

CERTIFICATE OF GOOD FAITH

As required by U.S. Supreme Court Rule 44, I certify that the foregoing Petition for Rehearing on Petition for Writ of Certiorari is based on grounds that are limited to intervening circumstances of a substantial or controlling effect, and to other substantial grounds not previously presented, and that the foregoing Petition is submitted in good faith and not for delay.

I declare under penalty of perjury that the foregoing is true and correct.

Respectfully Submitted,

/s/ Subbamma V. Vadde
2630 Garland Way
Duluth, GA 30096
U.S.A

APPENDIXES

PETITION FOR REHEARING
ON
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(U.S. Supreme Court Docket# 10-112)

Subbamma V. Vadde
Petitioner/Appellant

Vs.

Bank of America (BofA)
Defendant/Appellee

APPENDIX AA

Copy of Motion for Discovery (Supplement) (R-231-238), filed by Petitioner, Subbamma Vadde, on 9/1/06, for Discovery from Bank of America (BofA), which discovery BofA did not provide in 2006.

IN THE STATE COURT OF COBB COUNTY
STATE OF GEORGIA

Bank of America (BofA)	*	
(Plaintiff)	*	Civil Action File
v.	*	No: 2006A3473-3
Subbamma V. Vadde	*	
(Defendant)	*	

Comes now, the defendant, Subbamma V. Vadde, in the above styled case pursuant to O.C.G.A § 9-11-8 and O.C.G.A § 9-11-5, and respectfully moves this court to order the plaintiff to produce to the defendant for defense, counterclaim, record keeping, copying, photographic examination, testing or analysis, all of the following material yet not disclosed through discovery, that is required pursuant to O.C.G.A § 9-11-26, O.C.G.A § 9-11-29.1, O.C.G.A § 9-11-34, and the Freedom of Information Act of the United States (FOIA), including the following, within 30 (thirty) days of service of this request:

1) Any and all books, papers, documents, photographs, tangible objects, audio and visual tapes or films, recordings, graphs, charts, phone records, and any other items as described or contemplated in O.C.G.A § 9-11-34(a)(1), including data or

information stored on the plaintiff's computer, that has not yet been revealed by plaintiff, that is relevant to this case and its discovery.

2) Details and documents stating who or which individuals and by what authority returned the defendant's check deposited on June 12, 2004 with plaintiff bank, revealing to whom the check was returned at Bank of America. Please give the name, address, and institutional affiliation of each and every individual that was responsible for the decision to return defendant's check unpaid. Please state with specificity the name, address, institutional affiliation and the authority of one responsible individual that was the root cause of the return of the said check, from amongst any of the decision makers that were responsible for the return of defendant's check deposited into her account #3275278929 on June 12, 2004. If none, please state so.

3) Any and all documents that state the legal principles, statutes from U.S. and Georgia laws, regulations of the Uniform Commercial Code, tangible metrics, and tangible proof that were used to determine that the defendant's check must be returned, after its original acceptance by plaintiff on 6/12/04 and payment on 6/14/04. If none, please state so.

4) Any and all documents that identify all persons who have knowledge of any facts relating to the subject matter of this case. Please provide a summary of matters within the personal knowledge of each such person. If none, please state so.

5) Any details and documents giving the name, identify and whereabouts of any informant, confidential participant, or undercover agent or secret agent who gave any information that was

misinterpreted and misused by bankers, or that caused any speculation for any allegations on defendant's check deposited on 6/12/04 or led to any investigation or research of defendant's account; revealing whether said person was paid by or received any promise of other remuneration of any sort from Bank of America or the State of Georgia for such information. If none, please state so.

6) Any details and documents furnishing a list of all disbursements and/or consideration and/or favors or promises of any sort given to any one or all informants, confidential participants, or undercover or secret agents in this case. If none, please state so.

7) Any details and documents giving a full and complete list of all disbursements of Bank of America or the State of Georgia or any agent or officer or bank employee, in connection with the investigation or inquiry or action in this case. If none, please state so.

8) Any and all details and documents furnishing all information concerning any polygraph tests or examinations conducted by plaintiff or the State of Georgia or any of its agents in the investigation, inquiry or action in this case, including the names and addresses of all such persons subject to such tests, revealing a list of all questions asked and answers given, dates and times of the tests, and results thereof. If none, please state so.

9) Any and all details and documents furnishing a full and complete list of all persons who were investigated, revealing a list of all bank accounts that were investigated, inquired or researched into, in any way as result of the allegations on the defendant's check deposited on June 12, 2004, or as a result of plaintiff's action in this case, and furnish to

defendant a copy of any report(s) related thereto. If none, please state so.

10) Any details and documents furnishing the names of bankers or Bank of America agents, whose whims, opinions, speculations, or conjectures, are being used in this action as the basis of the decision for the allegations on the authenticity of defendant's check deposited into Bank of America deposit account# 3275278929 on June 12, 2004. If none, please state so.

Further, defendant asserts that the defendant seeks the aforementioned disclosures of information and/or materials as they are requested here, for they are not protected from disclosure by the attorney/client privilege, work product privilege or any other doctrine of privilege, and that such disclosure is essential to ascertain the truth of the issues of fact pertaining to the current action in this case. It is further stated that defendant has requested the above information and materials pursuant to O.C.G.A § 9-11-36 and O.C.G.A § 9-11-26 to help court resolve the issues of this case in an efficient and speedy manner, and that plaintiff's full disclosure and answers in full are essential, material, and relevant to the issue of eliminating hearsay from unknown or unaccountable sources, which would prove that the plaintiff has no cause for action that is justified and would prove defendant's defenses or claims raised, and is calculated to lead to the discovery of such admissible evidence and truth that would lead to a speedy resolution of this case without the unnecessary, onerous, and unduly burdensome process of a trial for defendant or for the court.

Defendant further requests this court to bar any/all hearsay information from unknown, unidentified, and intangible sources, from being used as evidence, or any foundation for decisions on the authenticity or truth of allegations on the genuineness of defendant's check deposited on June 12, 2004, in relevance to this case. Defendant also requests the court to make inadmissible as evidence or proof, any information in this case from plaintiff, the source of which is unknown, unidentified, or unrevealed, on the basis that it is unreliable due to lack of accountability of any individual, as per the provisions of the Federal Rules of Civil Procedure, Rules of Evidence, and Federal Rule 802.

Hence, the requested information, documents, and statements, and all discoverable material is demanded at the earliest opportunity, within 30 (thirty) days of this request, pursuant to O.C.G.A § 9-11-34. In the event that plaintiff does not provide the above requested evidence or statements declaring lack of evidence, to the defendant in a timely manner as stated above, defendant moves that the court prevent the plaintiff from introducing; any evidence not disclosed, or any sources of information not disclosed, or any witnesses not disclosed, or any metrics of decision making on clearance of defendant's check not disclosed, or any information from sources not disclosed, as any evidence in this case, in the principles of equity to defendant.

APPENDIX BB

Copy of Petitioner, Subbamma Vadde's, Second Interrogatories to Plaintiff, BofA, (R-239-257), Dated 9/1/06, that went unanswered in the past by BofA.

IN THE STATE COURT OF COBB COUNTY
STATE OF GEORGIA

Bank of America (BofA)	*	
(Plaintiff)	*	Civil Action File
v.	*	No: 2006A3473-3
Subbamma V. Vadde	*	
(Defendant)	*	

Defendant asserts that defendant seeks disclosure of information and/or materials as they are requested here, for they are not protected from disclosure by the attorney/client privilege, work product privilege or any other doctrine of privilege and such disclosure is essential to ascertain the truth of the issues of fact pertaining to the above styled case. It is further stated that defendant is continuing relevant factual enquiry pursuant to O.C.G.A § 9-11-33 and O.C.G.A § 9-11-26 to help the court resolve the issues of this case in an efficient and speedy manner and that plaintiff's answers in full are essential, material, and relevant to the issue of eliminating hearsay, which would prove that plaintiff has no cause for action that is justified, and would prove defendant's defenses raised, and is calculated to lead to the discovery of such admissible evidence that would lead to a speedy resolution of this case without the unnecessary, onerous, and unduly burdensome process of a trial for the defendant or for the court.

1) Defendant wishes to establish the fact that BofA's attorneys are representatives of hearsay and do not know anything first-hand about the incidents of the case, and are hence in no position to make unqualified assertions or accusations or allegations on the authenticity of defendant's check, as they have no such proof or authority to do so. However, since defendant had received multiple queries and comments from multiple such people in the past, and has had to address such issues, she wishes to ascertain certain facts related to the above issues related to this case, for her benefit as well as the benefit of the court, to set the record straight. Within the above context, please identify who Ruthanne Whitt Goodman is and state: In what way he/she is related to plaintiff and the incidents in this case?

2) In the context of the prelude to the previous item#1, could plaintiff please identify who Craig R. Goodman is and in what way he/she is related to plaintiff and the incidents in this case?

3) The court record in the pending lawsuit does not clearly state all of plaintiff's retained attorneys or attorneys-in-fact and there seems to be a different attorney claiming to represent BofA every other day! Could plaintiff please state for the purpose of the benefit of defendant or others who exactly is/are plaintiff's current retained counsel(s) or attorney(s)-in-fact? Please state his/her/their full name(s), and address(es).

4) Please state in detail, by whom or which individual's authority was defendant's check, deposited on June 12, 2004, originally returned and to whom it was returned at Bank of America, and if there is anyone who is willing to be held responsible for plaintiff's mistaken actions in this case with

respect to the said check. Please state with specificity the name, address, institutional affiliation, and the scope of authority of such individuals pertaining to the clearance of defendant's check in this case.

5) Could plaintiff please state in detail the legal principles, any relevant statutes from U.S. and Georgia laws, regulations of the Uniform Commercial Code, metrics and guidelines for constituting tangible proof, that were used to determine that the defendant's check must be returned, after its original presentation to plaintiff on 6/12/04 and payment and/or credit on 6/14/04?

6) How does/would plaintiff know conclusively that defendant's € 35,000 check deposited on June 12, 2004 was not legitimate, as per its allegations?

7) What conclusive or tangible proof in any way or form does plaintiff's attorney or plaintiff have that defendant's authentic, genuine, legitimate, and valid check for € 35,000 (Euros), which was deposited into BofA's deposit account # 3275278929, was counterfeit, that is not really hearsay or conjecture?

8) Which individual or entity returned defendant's check unpaid to Bank of America?

9) Bank of America's record is still devoid of details and specifics on facts showing how this circumstance of return of check that was accepted as legitimate on June 12, 2004, came into being, or was at last, brought to the Bank's attention, and by whom? How, when, where, by whom, and for what undeniable reasons, and with what undeniable tangible proof, was the check returned to plaintiff initially, after it was accepted and paid into defendant's account? Please answer the interrogatory unevasively and completely.

10) Since plaintiff Bank of America is an entity and not a living being/individual, please state the name and address of the one accountable individual or head of the department from Bank of America that can take responsibility (and final authority) on making the decision to honor or dishonor defendant's check deposited on June 12, 2004, within Bank of America's limited scope/sphere/authority of decision making on the clearance of defendant's said check, and would Bank of America as an entity take all liability incurred due to any wrongful acts of dishonor caused by this individual in this case?

11) Why did plaintiff accept the check deposited into defendant's account on June 12, 2004?

12) Pursuant to which law(s) or statute(s) did plaintiff accept defendant's check deposited on June 12, 2004?

13) Why did plaintiff pay or credit defendant's account on June 14, 2004 for $(U.S) 40,705.00?

14) Pursuant to which law(s) or statute(s) did plaintiff credit and pay defendant's account on June 14, 2004?

15) It is obvious and evident for the record of defendant and the court in this case, from the discovery, that the plaintiff accepted defendant's check on June 12, 2004 and paid and credited defendant's account for the said check on June 14, 2004. It is evident and obvious from the discovery and Bank of America's record that plaintiff had no allegations on the authenticity of defendant's check from the date of its acceptance on 6/12/04, through paying & crediting defendant's account on 6/14/04, through defendant's subsequent withdrawal of funds. How did the situation suddenly change on 7/8/04? Specifically, what tangible proof or evidence does plaintiff have to justify its sudden cropping up of

allegations on the authenticity of defendant's check on 7/8/04, when such allegations were nonexistent prior to 6/14/04 or 6/12/04, although the fact of the matter is that the physical and tangible material object, the original check from defendant, has remained the same all through space and time in this world, from 6/12/04 to date? Please answer unevasively.

16) Plaintiff has failed to completely answer defendant's first request for admissions and defendant's first interrogatories. Plaintiff's answers in the past and denials appear knowingly evasive and incomplete, and are also not qualified by facts, laws, statutes, proof or any valid reasons in support of plaintiff's beliefs which are argumentative, speculative conjectures based on hearsay, and are vehemently objected to by defendant, as they are not honestly forthcoming. That renders plaintiff's unjustified/incomplete answers or denials irrelevant, invalid and unacceptable to the court of law. Why should such plaintiff's reckless conduct not be considered as contempt of court, or not be tantamount to arbitrary harassment of defendant/obstruction of justice?

17) Has defendant's check deposited on June 12, 2004 into Bank of America deposit account # 3275278929 been dishonored?

18) If defendant's check deposited on June 12, 2004 into Bank of America deposit account# 003275278929 has been dishonored, by whom and when was the check dishonored (if an individual is not known, please name entity), and by virtue of what state or federal law or statute and with what proof as basis was it dishonored?

19) Did plaintiff give any legal notice of dishonor to defendant for the defendant's check deposited on

June 12, 2004? If so, please state when it did so and present documentary proof, as there is no such proof in the discovery package that plaintiff has provided to defendant and to court.

20) Why has plaintiff not returned defendant's original check submitted to Bank of America on June 12, 2004 when the law mandates it to be done, nor presented it to court as part of discovery, if it has been "returned" or "dishonored"?

21) Where and with whom is defendant's original check now & why was it not produced as part of the discovery package, for defendant's request for production of documents from plaintiff?

22) If defendant's original check deposited into Bank of America on 6/12/04 no longer exists or has been destroyed or lost by Bank of America, would it be unreasonable to say that plaintiff is responsible for destruction and/loss of tangible physical evidence favorable to defendant which the judge or reviewer of fact could examine?

23) Was defendant's original check deposited with Bank of America on June 12, 2004 presented to drawer bank/Ulster Bank for payment? If not, why not and why the arbitrary and whimsical obstructionism based on pure hearsay?

24) Which branch of Bank of America and in what state was defendant's check deposited in, on June 12, 2004. The answer clearly is Georgia.

25) Was Crystal Frierson who lives in Missouri present in the state of Georgia as a witness to defendant's check being deposited or presented to Bank of America on June 12, 2004? The answer clearly is "No".

26) Has Crystal Frierson who lives in Missouri even seen defendant's original check (deposited with

plaintiff in Georgia) even if he/she had seen it elsewhere?

27) How is Crystal Frierson competent to become an authority on clearance of defendant's check to even be worthy of testifying in this case on matters of justice, which essentially hinge on the crucial issues of clearance of the relevant check in this case?

28) Can Crystal Frierson testify on any issues related to the matter of notice of dishonor to defendant pertaining to the defendant's check deposited on June 12, 2004?

29) Isn't Crystal Frierson's information, as one of Bank of America's custodians, who is outside the State of Georgia, second hand hearsay information even if it was from business records related to this matter? If not, why not?

30) How is Crystal Frierson a witness to any first hand information pertaining to this case that is not hearsay?

31) Since discovery is complete, isn't it correct for the record of this case to reflect that Bank of America has no competent representative as a perceiving witness on its behalf to testify in this case as a witness to first hand information other than second hand hearsay? If not, explain.

32) Since discovery is complete, isn't it correct for the record of this case to reflect that Bank of America has no competent representative or witness on its behalf to testify with proof in support of its allegations on the crucial issues of authenticity of the defendant's check deposited on June 12, 2004, or to testify on the issue of failure of plaintiff to give a timely notice of dishonor to defendant for the same check? If not, why not?

33) Plaintiff had presented a copy of their generic deposit agreement disclosures as Exhibit E, with

their request for admissions. When (on what date) was this copy of deposit agreement drafted by Bank of America? Specifically, was it drafted in 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, or 2006?

34) On what date was the defendant's Bank of America checking account opened with plaintiff?

35) Was the copy of the general deposit disclosure presented as Exhibit E with plaintiff's request for admissions drafted unilaterally by plaintiff before or after defendant opened an account with Bank of America?

36) If the deposit services document presented as Exhibit E with plaintiff's request for admissions was drafted by plaintiff bank after defendant had opened an account with them (as it was indeed done), how much and what input (if any at all) did any Bank of America customer or the defendant have in the drafting of the internal banking procedures of Bank of America for the new deposit services document? Isn't it true that this deposit agreement was drafted unilaterally by plaintiff with no input from defendant?

37) When was the deposit agreement referred to in interrogatory # 36 mailed to defendant if it were mailed at all, and can you present proof of mailing as no such proof exists in discovery? The truth is that BofA never mailed any copy of such new agreement to Appellant before this case was initiated in 2004.

38) If the deposit services document presented as Exhibit E with plaintiff's request for admission was drafted by plaintiff after defendant had opened an account with them, could you please furnish a copy of the actual deposit disclosure document that existed on the day defendant opened her account with Bank of America and also a copy of any current Bank of

America deposit services agreement, pursuant to O.C.G.A § 9-11-34?

39) It is a fact evident from discovery that plaintiff never mentions to defendant anywhere in the signature card contents, presented as Exhibit A of plaintiff with their discovery, that plaintiff would amend the terms of the deposit agreement unilaterally, nor did defendant give any consent to plaintiff directly on the signature card paper, that defendant would abide by any such unilateral and inconsistent/nonsensical terms and conditions which illegally call for waiver of notice of dishonor or protest in violation of provisions of State and Federal laws and the Constitution of the United States. Isn't it true then that Bank of America failed to fully disclose the terms of its banking procedures to defendant before defendant opened her account with Bank of America on January 19, 2001, and has fraudulently attempted to implicate innocent depositors in its unlawful and dictatorial acts (through misrepresentation) on their accounts? The answer is, "Yes".

40) Section 24 (page 21) of plaintiff's deposit disclosures (Exhibit E) presented with its discovery, clearly provides that the deposit agreement would be terminated with closure of defendant's account. Isn't it true then, since defendant's account with Bank of America was shut down on or around 8/4/06, that defendant is anyway not bound by the terms of Bank of America's deposit agreement for the purpose of this case?

41) Section 24 (page 21) of plaintiff's deposit disclosures (Exhibit E) presented with their discovery also clearly states that Bank of America's deposit agreement may be terminated by defendant at any time upon notice to the plaintiff. Defendant

has already given notice to plaintiff asserting termination of the deposit agreement totally & completely through her denials earlier for plaintiff's request for admissions, clearly stating (and reasserts again in writing now) that she is not governed by plaintiff's deposit agreement.

42) Please specify clearly, how long Bank of America took to make a decision on the clearance of defendant's check after its deposit on June 12, 2004?

43) How long do laws of the state of Georgia and the laws of commercial code permit a bank in the United States to make a decision on check clearance and issue any notice of dishonor after the deposit of a check?

44) Does plaintiff bank have any specific time frames it prescribes, adopts, or follows for the maximum time taken to clear any foreign item or international check? If so, please specify such time frames in a definite and clear manner. If plaintiff does not have a definite time frame specified, how would plaintiff classify Bank of America's guidelines and practices for check clearance as: non-existent, lawless, vague/indefinite or open-ended or unknown, and why does the disparity exist between Bank of America practices and established State and Federal laws of the Uniform Commercial Code and the Constitution of the United States?

45) Are there uniform guidelines for specific and definite time frames for check clearance for all banks in the United States and aren't all banks in the U.S. required to follow these guidelines, and if not, why not, and why are banks that do not conform so lawless and what is the government doing to hold such banks accountable and make them lawful?

46) Are there uniform guidelines for specific and definite time frames for check clearance for all banks

in the world (especially for those in Europe) to adhere to, in order to be compatible with U.S. banks' procedures for the sake of facilitating international trade and commerce? If you answered in the affirmative, please describe these guidelines. If you answered in the negative, wouldn't you say that the lack of uniform U.S/international banking procedures makes the U.S. banking system dysfunctional at times, particularly while dealing with international checks? Please give reasons in support of your answer completely.

47) Was defendant's account #3275278929 with plaintiff, Bank of America, ever FDIC (Federal Deposit Insurance Corporation) insured and during what period (dates) was it FDIC insured; and if not insured, could you please explain why not?

48) Does Bank of America carry professional liability insurance in general?

49) Who is/are (names of entities) Bank of America's professional liability insurer(s)?

50) During what period(s) in between the dates of 6/12/04 and the current date, can the defendant's check deposited on June 12, 2004 with Bank of America, be considered not to have yet been accepted according to the provisions of UCC § 3-409 and why?

51) During what period(s) in between the dates of 6/12/04 and the current date, can the defendant's check deposited on June 12, 2004 with Bank of America, be considered to have been accepted according to the provisions of UCC § 3-409 and why?

52) Isn't it true that plaintiff or its attorneys in this case, cannot conclusively rule out the possibility, to date, that defendant's check deposited on June 12, 2004, is legitimate, and if not so, why not?

53) Is it not true that plaintiff, Bank of America, did not indicate anywhere to the defendant at the

time of deposit that the payment of $40,705 into defendant's account on June 14th, 2004, was; not final, or/and uncollected, or/and provisional? If not true, please explain.

54) Did plaintiff, Bank of America, ever indicate to the defendant, anywhere, that the specific payment of $40,705 into defendant's account on June 14, 2004, as not being final, or/and as being uncollected, or/and as provisional and please explain where it indicated so, if it did?

55) How can plaintiff conclusively rule out that there was a conspiracy by some obstructionist intermediaries in the plaintiff's check clearance process, with a hidden agenda to hinder/obstruct the defendant's smooth functioning of finances, or/and to scrutinize defendant's bank accounts with Bank of America? Please explain logic behind answer.

56) Is it not true that plaintiff or its representatives researched defendant's bank account with plaintiff, with the pretext of allegations on defendant's deposit on June 12, 2004?

57) Is it not true that a scrutiny of defendant's bank account(s) would not have been possible, but for excuses of bogus allegations on the check deposited into defendant's account on June 12, 2004 (no matter how baseless they have proven to be)? If not, please explain why not.

58) Is it not true that no individual(s) from Bank of America has/have taken direct responsibility for the allegations on the check? If not, please explain why not.

59) Based on the current set of facts, now that discovery is complete in this case, does plaintiff have any objections to the relief sought by the defendant from plaintiff in her counterclaim against plaintiff, submitted with defendant's amended answer to

court; and if plaintiff has any objections to the allegations in the said counterclaim or the relief sought by defendant therein, will plaintiff please state in detail the laws and statutes of Georgia and the United States, including any laws of the Uniform Commercial Code (presenting all necessary proof as applicable) to prove those objections tangibly, to defendant's allegations against plaintiff in her counterclaim, or to prove plaintiff's denial of plaintiff's indebtedness to defendant?

60) Does plaintiff understand that, since plaintiff has no qualified objections to defendant's counterclaim in her amended answer with counterclaim, and since defendant presented qualified objections to all of plaintiff's argumentative, speculative, unqualified, and unsubstantiated denials which are lacking in proof from plaintiff in any tangible way according to the outcome of discovery, and are without support of the laws and statutes of Georgia and/or the United States (and are also in flagrant conflict and violation of existing laws and statutes of the State of Georgia or/and the United States), the court in this case will overrule all plaintiff's invalid, inadequate and unsubstantiated denials/objections, terminate plaintiff's action, and grant relief to defendant on her counterclaim immediately?

APPENDIX CC

Copy of Petitioner, Subbamma Vadde's, Second Request for Admissions from Plaintiff (R-258-279), Dated 9/1/06, that went unanswered in the past by BofA, making Appellant's assertions and contentions against BofA in this case BofA's admissions by default.

IN THE STATE COURT OF COBB COUNTY
STATE OF GEORGIA

Bank of America (BofA)	*	
(Plaintiff)	*	Civil Action File
v.	*	No: 2006A3473-3
Subbamma V. Vadde	*	
(Defendant)	*	

Defendant wishes to establish the fact that BofA's attorneys are representatives of hearsay and do not know anything first-hand about the incidents of the case and are hence in no position to make unqualified assertions or accusations or allegations on the authenticity of defendant's check as they have no such proof or authority to do so. Defendant asserts that defendant seeks disclosure of information and/or materials as they are requested here, for they are not protected from disclosure by the attorney/client privilege, work product privilege or any other doctrine of privilege and such disclosure is essential to ascertain the truth of the issues of fact pertaining to the above styled case. It is further stated that defendant is continuing relevant factual enquiry pursuant to O.C.G.A § 9-11-36 and O.C.G.A § 9-11-26 to help the court resolve the issues of this

case in an efficient and speedy manner, and that plaintiff's answers in full are essential, material, and relevant to the issue of eliminating hearsay, which would prove that plaintiff has no cause for action that is justified, and would prove defendant's defenses raised, and is calculated to lead to the discovery of such admissible evidence that would lead to a speedy resolution of this case, without the unnecessary, onerous, and unduly burdensome process of a trial for the defendant or for the court.

Being well within the scope of delivery of discovery, plaintiff is requested to make the following admissions:

1) That plaintiff, Bank of America, is subject to the jurisdiction and venue of this court for the purpose of this action, as plaintiff is incorporated in the State of Georgia.

2) That plaintiff, Bank of America, can be sued by defendant and/or makers or issuers of the check in the international court of justice for any acts of wrongful dishonor of defendant's check deposited on June 12, 2004 with plaintiff, for plaintiff's involvement in an international check transaction, governed by international law also, and for any violation of international law with respect to the check transaction in this case that make the plaintiff liable, as/if and when needed.

3) That the authority of the laws; of the State of Georgia, Federal laws of the United States, the Uniform Commercial Code, and international laws/treaties supersede any of the inconsistent and meaningless, nonsensical, dictatorial and unenforceable internal banking procedures of Bank of America, that are in violation and conflict of/with established laws of the State of Georgia, the United

States, and the countries whose citizens are involved in the check transactions (directly or indirectly) related to this case, and the United Nations.

4) That defendant never formally sought any repayable loan for $42,200.96 through any formal loan application, nor obtained any such formal loan or line of credit for any defendant's loan application from plaintiff, for any regular loan amount of $42,200.96.

5) That defendant has no contractual obligation to pay plaintiff anything as defendant is not bound to any contract with defendant's bank (Bank of America) that creates any contractual obligation for defendant.

6) That defendant's account closure with Bank of America for A/C# 3275278929 in August or September of 2004 (as disclosed in discovery) terminated plaintiff's deposit agreement with defendant.

7) That the responsibility of collection of funds, in general, for a check deposited by a customer in a depositary Bank, from a drawer bank, lies with the bank of deposit, and not with the depositor of the check.

8) That under common law, a contract must, by all parties be knowingly, voluntarily, and intentionally entered into, with full disclosure and must abide by state, and/or federal laws, and/or international laws or the contract becomes unenforceable and invalid.

9) That under common law/state law/federal law/international law, a contract that is unilaterally created or modified without prior knowledge of all signatories before creation or modification, and one that exists only in part without full disclosure, is illegal, misrepresentative, and unenforceable.

10) That Bank of America is a depositary bank for the purpose of this case.
11) That there is no contractual obligation for defendant explicitly stated on the one page signature card of plaintiff presented as Exhibit A with plaintiff's discovery.
12) That plaintiff's signature card mentioned in #11 above deceitfully omits any mention of unilateral modification of terms and conditions.
13) That expenses incurred for reimbursement do not qualify to be called as "benefit" according to the laws of economics.
14) That no law or statute of Georgia or the United States is explicitly stated on the one page signature card of plaintiff, presented as Exhibit A with plaintiff's discovery.
15) That the one page signature card mentioned in #14 above was not full disclosure to defendant by plaintiff on January 19, 2001 (the day the account in BofA was opened).
16) That the one page signature card mentioned in #14 above was the only disclosure to defendant by plaintiff on January 19, 2001 (the day the account referred to in it was opened), and not Exhibit E.
17) That defendant's Bank of America deposit account with checking account#3275278929 was FDIC insured when it was open and operational with plaintiff bank.
18) That plaintiff Bank of America is insured and has professional liability insurance, and that this fact must be disclosed to this court of law as it is not confidential information pursuant to the Freedom of Information Act (FOIA) of the United States, and as it is relevant to matters of equity and justice in this case, pursuant to the rules of discovery, as per O.C.G.A § 9-11-26, O.C.G.A § 9-11-29.1, and O.C.G.A

§ 9-11-34. Please note that the name of the insurance company is not being asked here.

19) That plaintiff received the Ulster Bank check deposited into defendant's account on June 12, 2004, for acceptance from defendant, pursuant to UCC § 3-409.

20) That the defendant endorsed the check she asserts is legitimate, into her account on June 12, 2004, with her signature and such signature/endorsement of the defendant on the back of the check was legal according to UCC § 3-201 and UCC § 3-204.

21) That the authenticity of endorsements on the back of defendant's check deposited on June 12, 2004, which defendant believes were made according to UCC § 3-201 and UCC § 3-204, are not an issue of debate in this case.

22) That the plaintiff, Bank of America, is legally liable and obligated to pay defendant as the endorser, for the amount of the check deposited on June 12, 2004, by virtue of plaintiff's acceptance if plaintiff accepts the check, as per the provisions of UCC § 3-409, and/or UCC § 3-413(a)(2), or/and UCC § 3-201, and/or UCC § 3-204.

23) That the plaintiff did not have any allegations on the authenticity of the defendant's check when it received the check upon presentment on June 12, 2004, for subsequent acceptance.

24) That plaintiff incurs a legal liability to pay defendant for wrongful dishonor of check for a legal conclusion that determines that defendant's check is not proven to be counterfeit.

25) That if plaintiff had any allegations (however false and baseless or unproven) on the authenticity of the check, it would not incur any liability if it had not accepted the check deposited into defendant's

account on June 12, 2004, or had it not paid it or credited defendant's account on June 14th, 2004 for the check.

26) That if plaintiff had any allegations (whether true or not), it should not have accepted the check deposited into defendant's account on June 12, 2004, and should not have paid it or credited defendant's account on June 14th, 2004, to avoid any liability.

27) That the Ulster Bank check for € 35,000.00, deposited into defendant's account on June 12, 2004 was credited/paid into defendant's account#3275278929, on June 14, 2004 with an equivalent amount of $40,705.00 (U.S. Dollars).

28) That plaintiff, Bank of America, did not indicate the payment of $40,705.00 into defendant's account on June 14th, 2004, as not final, and/or uncollected, or/and provisional, prior to defendant's withdrawal of funds.

29) That the defendant's check deposited on June 12, 2004 has not been legally dishonored as per the provisions of O.C.G.A § 11-3-502, to date.

30) That the defendant's check deposited on June 12, 2004 has not been dishonored without plaintiff incurring liability in compliance with the provisions of at least one or more of the following laws of the United States Uniform Commercial Code and the Georgia Commercial Code, that govern Bank of America deposit accounts and banks' activities of any dishonor of checks, imposing liabilities on banks for any wrongful dishonor of checks: UCC § 4-401, and/or UCC § 4-402, and/or UCC § 4-301, and/or UCC § 4-302, and/or O.C.G.A § 11-4-301, and/or O.C.G.A § 11-4-302, and/or O.C.G.A § 11-4-402.

31) That the defendant's check deposited on June 12, 2004 has not been dishonored without plaintiff incurring liability in compliance with the provisions

of all of the following laws of the United States Uniform Commercial Code and the Georgia Commercial Code, that govern Bank of America Deposit accounts and banks' activities of any dishonor of checks, imposing liabilities on banks for wrongful dishonor of checks: UCC § 4-401, and UCC § 4-402, and UCC § 4-301, and UCC § 4-302, and O.C.G.A § 11-4-301, and O.C.G.A § 11-4-302, and O.C.G.A § 11-4-402.

32) That dishonor of a check after acceptance by a depositary bank does not occur until presentment to maker bank and dishonor by maker bank.

33) That expressions, remarks, and statements of allegations that a check is counterfeit, forged, or fraudulent by themselves without any other supporting tangible proof do not amount to proof of allegations and are inadmissible as evidence in a court of law, since they are not tangible proof but purely hearsay, that amount to nothing more than speculative opinions or conjectures, according to Federal Rules of Civil Procedure, Rules of Evidence, Federal Rule # 802.

34) That whims and opinions of unknown bankers or their intermediaries in the check clearing process (who could be mentally deranged for all we know) do not equate to tangible evidence that can be used as proof of plaintiff's allegations on the authenticity of defendant's check in this case, for justice to manifest.

35) That whims and opinions of unknown and unaccountable bankers or their intermediaries in the check clearing process are not conclusive proof, by default, of allegations, pertaining to truth on material issues of the genuineness and authenticity of a check in any banking transaction.

36) That, to date, plaintiff has no definitive, tangible, and conclusive proof to prove their

allegations that check deposited into defendant's account on June 12, 2004 is counterfeit.

37) That a legitimate check alleged to be counterfeit by a bank without proof does not make the legitimate check counterfeit, in general, by default, as a matter of principle and justice, for any legitimate check.

38) That in the absence of any tangible proof, allegations that a check is counterfeit do not amount to anything more than presumptions or assumptions on any check in a court of law.

39) That the plaintiff has not given any formal notice of dishonor to defendant for the defendant's check deposited on June 12, 2004, by June 14, 2004.

40) That plaintiff failed to give any kind of written or oral notice of dishonor to defendant, by the midnight of either June 12, 2004 or June 14, 2004 for the check deposited into her account # 3275278929 with plaintiff bank, on June 12, 2004.

41) That plaintiff did not give any notice of dishonor to defendant, before July 15, 2004, for the check deposited into her account # 3275278929 on June 12, 2004.

42) That plaintiff did not give any notice of dishonor to defendant, before July 12, 2004, for the check deposited into her account # 3275278929 with plaintiff bank, on June 12, 2004.

43) That the plaintiff retained the Ulster Bank check for longer than the midnight deadline from the date of deposit of 6/12/04 without settling for it or paying for it by 6/12/04.

44) That the plaintiff retained the Ulster Bank check for longer than the midnight of the date of credit/payment on 6/14/04 without settling for it or paying for it.

45) That the plaintiff has not returned the defendant's check (the physical instrument) to defendant, that was deposited into her account on June 12, 2004, with plaintiff bank, if the check was dishonored.

46) That the plaintiff did not mail the defendant's bank statement for her account# 3275278929, for the period of 6-11-04 through 7-12-04, until July 15, 2004 as evidenced by the post mark on plaintiff's mailing envelope presented as Exhibit BBB with defendant's amended answer with counterclaim.

47) That the plaintiff's failure to give a timely notice of dishonor to defendant by the midnight deadline after deposit on June 12, 2004, constitutes a violation of at least one or more provisions and requirements of the following laws of the State of Georgia and the United States Uniform Commercial Code, which makes plaintiff accountable for the amount of defendant's check, and/or prevents plaintiff from recovering anything from defendant, according to law: UCC § 3-503, and/or O.C.G.A § 11-3-502(b), and/or O.C.G.A § 11-3-502(d), and/or O.C.G.A § 11-4-301(a), and/or O.C.G.A § 11-4-301(b), and/or O.C.G.A § 11-4-302(a)(1), or/and Georgia Code Ann.; § 109A-3—502(1)(a), and/or § 109A-4--302, and/or § 109A-4—104(h), and/or § 109A-3—506, and/or Georgia Commercial Code Ann. § 109A-3—508(2), in this case.

48) That the plaintiff's failure to give a timely notice of dishonor to defendant by the midnight deadline after deposit on June 12, 2004, constitutes a violation of one or more provisions and requirements of all of the following laws of the State of Georgia and the United States Uniform Commercial Code, which results in liabilities for plaintiff toward defendant according to law: UCC § 3-503, and O.C.G.A § 11-3-

502, and the provisions of UCC § 3-502, and O.C.G.A § 11-4-301(a), and O.C.G.A § 11-4-301(b), and O.C.G.A § 11-4-302(a)(1), and Georgia Code Ann.; § 109A-3—502(1)(a), and § 109A-4--302, and § 109A-4—104(h), and § 109A-3—506, and Georgia Commercial Code Ann. § 109A-3—508(2), in this case.

49) That as an attorney practicing law in the state of Georgia, and licensed by the Georgia Bar Association, plaintiff's attorney understands that O.C.G.A § 11-4-301 precludes a payor bank from revoking a previously issued settlement or payment, or credit, and precludes a payor bank from recovering the settlement, after payor bank has already credited or paid or settled for a demand item, unless the payor bank sends notice of dishonor or returns the demand item before it has made final payment and before its midnight deadline.

50) That Bank of America, the plaintiff, is a payor bank for the purpose of this case.

51) That O.C.G.A § 11-4-301 precludes a bank such as Bank of America from charging back or debiting a depositor's account (such as the defendant's) for a demand item (such as the defendant's check deposited on June 12, 2004), that it has already paid for or credited or settled for on June 14, 2004, unless plaintiff gives a notice of dishonor or returns the check by its midnight deadline.

52) That as an attorney practicing law in the State of Georgia, and licensed by the Georgia Bar Association, plaintiff's attorney understands that as per O.C.G.A § 11-4-302(a)(1), if an item is presented to and received by a payor bank, the bank is accountable for the amount of a demand item, other than a documentary draft, whether properly payable

or not, if the bank, in any case in which it is not also the depositary bank, retains the item beyond midnight of the banking day of receipt without settling for it, or, whether or not it is also the depositary bank, does not pay or return the item or send notice of dishonor until after its midnight deadline.

53) That a check is a demand item.

54) That the defendant's check deposited into plaintiff bank on June 12, 2004 is a demand item.

55) That pursuant to O.C.G.A § 11-4-302(a)(1), a payor bank such as Bank of America is accountable for the amount of defendant's check deposited with plaintiff bank on June 12, 2004, for retaining the item beyond midnight of the banking day of receipt without settling for it, or for not paying or returning the item or sending notice of dishonor until after its midnight deadline.

56) That as an attorney practicing law in the State of Georgia, and licensed by the Georgia Bar Association, plaintiff's attorney understands that plaintiff's charge back or debit(s) of defendant's account from 7/8/04 through 7/23/04, performed by plaintiff are in violation of O.C.G.A § 11-4-301(a), and/or O.C.G.A § 11-4-301(b), and/or O.C.G.A § 11-4-302(a)(1).

57) That the banking acts of plaintiff bank, of receiving defendant's check for deposit on 6/12/04, performing banking transactions on it, and retaining it, deprive defendant the opportunity to use the check with any other bank regardless of plaintiff's views and opinions on the check.

58) That plaintiff's receipt of the check on June 12, 2004, creates a presumption according to O.C.G.A § 24-4-23.1, of acceptance of check by plaintiff, as per discovery in this case.

59) That plaintiff's payment of $40,705 on 6/14/04 for defendant's check deposited on June 12, 2004 creates a presumption of payment of check by plaintiff, as per discovery in this case.
60) That plaintiff's payment on 6/14/04 of $40,705 for defendant's check deposited on 6/12/04 proves acceptance of check by plaintiff in discovery.
61) That plaintiff's credit of $40,705.00 on 6/14/04 for defendant's check deposited on 6/12/04 creates a presumption of acceptance (O.C.G.A § 24-4-23.1) of check by plaintiff as per discovery.
62) That plaintiff's credit of $40,705.00 on 6/14/04 (as reflected in discovery exhibits) for defendant's check deposited on 6/12/04 proves acceptance of check by plaintiff.
63) That plaintiff's acceptance of defendant's check deposited on 6/12/04 shows preponderance of evidence in favor of defendant's defenses and claims in this case.
64) That plaintiff's credit or payment of $40,705 on 6/14/04 for defendant's check deposited on 6/12/04 shows preponderance of evidence in favor of defendant's defenses and claims in this case.
65) That the plaintiff's attorney cannot testify to hearsay that the defendant's check is counterfeit.
66) That the plaintiff cannot testify to hearsay that the check is counterfeit, as it is inadmissible.
67) That the plaintiff's custodian's business records were based on hearsay after defendant's account with plaintiff bank was closed on 9/10/04 with a zero balance.
68) That crystal Frierson is not qualified/competent to testify as a witness to any first hand information pertaining to the very issue of legitimacy of defendant's check deposited on June 12,

2004, because Crystal Frierson was not the decision maker on the clearance of the check.

69) That Crystal Frierson is not qualified/competent to testify as a witness to first hand information pertaining to the very issue of dishonor of defendant's check in the past, that occurred prior to the initiation of this case, because he or she has only second hand hearsay information on the issue.

70) That Crystal Frierson is not qualified/competent to testify as a witness to any first hand information pertaining to the very issue of failure of Bank of America to give a timely notice of dishonor for defendant's check to defendant in the past, that occurred prior to the initiation of the action in this case. Please note that Crystal Frierson did not step into this case until after the Appellant's bank account was closed in 2004, and has no personal knowledge of any relevant issue in this case.

71) That the plaintiff's action and acts in this case violated UCC § 4-301 laws.

72) That the plaintiff's acts and action in this case are a violation of law according to provisions of UCC § 4-302.

73) That the plaintiff's acts and action in this case are a violation of law according to provisions of UCC § 4-401.

74) That the plaintiff's acts and action in this case are a violation of law according to provisions of UCC § 4-402.

75) That the plaintiff's acts and action in this case are a violation of law according to provisions of O.C.G.A § 11-4-301.

76) That the plaintiff's acts and action in this case are a violation of law according to provisions of O.C.G.A § 11-4-301(a).
77) That the plaintiff's acts and action in this case are a violation of law according to provisions of O.C.G.A § 11-4-301(b).
78) That the plaintiff's acts and action in this case are a violation of law according to provisions of O.C.G.A § 11-4-302.
79) That the plaintiff's acts and action in this case are a violation of law according to provisions of O.C.G.A § 11-4-302(a)(1).
80) That the plaintiff's acts and action in this case are a violation of law according to provisions of O.C.G.A § 11-4-402.
81) That the plaintiff's acts and action in this case are a violation of law according to provisions of UCC § 3-503.
82) That the plaintiff's acts and action in this case are a violation of law according to provisions of O.C.G.A § 11-3-503.
83) That the plaintiff's acts and action in this case are a violation of law according to provisions of UCC § 3-502.
84) That the plaintiff's acts and action in this case are a violation of law according to provisions of O.C.G.A § 11-3-502(b).
85) That the plaintiff's acts and action in this case are a violation of law according to provisions of O.C.G.A § 11-3-502(d).
86) That the plaintiff's acts and action in this case are a violation of law according to provisions of Georgia Commercial Code Ann. § 109A-3—502(1)(a).
87) That the plaintiff's acts and action in this case are a violation of law according to provisions of Georgia Commercial Code Ann. § 109A-4--302.

88) That the plaintiff's acts and action in this case are a violation of law according to provisions of Georgia Commercial Code Ann. § 109A-4—104(h).

89) That the plaintiff's acts and action in this case are a violation of law according to provisions of Georgia Commercial Code Ann. § 109A-3--506.

90) That the plaintiff's acts and action in this case are a violation of law according to provisions of Georgia Commercial Code Ann. § 109A-3—508(2).

91) That the plaintiff's acts and action in this case are a violation of law according to provisions of UCC § 3-413.

92) That the plaintiff's acts and action in this case are a violation of law according to provisions of UCC § 3-414.

93) That the plaintiff's acts and action in this case are a violation of law according to provisions of UCC § 3-409.

94) That the plaintiff's acts and action in this case are a violation of law according to provisions of UCC § 3-505.

95) That plaintiff has no tangible proof to substantiate its reason for dishonor that is admissible in a court of law, as any evidence.

96) That plaintiff lacks any tangible metrics to conclusively substantiate its reason for dishonor that are admissible as evidence in a court of law.

97) That speculation or conjectures do not constitute proof in a court of law.

98) That plaintiff upon legal conclusion and order of court in this case, agrees as a law abiding entity, to immediately pay the defendant any court awarded judgment on defendant's counterclaim against plaintiff.

APPENDIX DD

Further clarifications of Petitioner's position on issues in this case and summary of other substantial grounds for granting this Petition and Certiorari, as well as her requests therein.

IA. APPELLANT HAS NO CONTRACTUAL OBLIGATION TO PAY APPELLEE ANYTHING AND APPELLEE'S DEPOSIT AGREEMENT IS TERMINATED/INVALID FOR THIS ACTION AND APPELLEE CANNOT CLAIM ANY RECOVERY FROM APPELLANT

Appellee's deposit agreement used for BofA's action is null and void in this case, as it has been completely abrogated and has no force of law as explained in Section II of Appellant's Appellate brief and Motion for Summary Judgment (R-383-472; R-754-873; R-878-902).

(IA.1) Appellant refutes Appellee's claim that Appellant waived notice of dishonor. Appellant did not and does not give waiver of notice of dishonor or its presentment as Appellant believes that clause/claim of Appellee is unconscionable in any of Appellee's deposit services document. Waiver of notice of dishonor or presentment of same is not permitted by O.C.G.A § 11-4-103 as doing so would be unconscionable and unreasonable, not to say illegal and unilateral as it would be without the consent of the Appellant or depositor in this case. Further, Appellant has also proved in her pleadings that Appellee's deposit contract provided as Exhibit B of Appellee with its motion for summary judgment/discovery (R-383-472; R-754-873) was

prepared/amended unilaterally by Appellee and is hence "unreasonable" as it manifests injustice. One only needs to reflect a little in retrospect to realize that no sane depositor or consumer would be willing to abide by a forced nonsensical waiver of right to protest or right to not waive presentment of notice of dishonor, for otherwise the Appellee/Bank of America would be dysfunctional, acting in a dictatorial and lawless manner with no oversight whatsoever from any laws of justice, whether domestic or international, and could tend to perpetuate atrocities and injustices on depositors in society. If one is to permit such unjust waiver of notice of dishonor, what is to prevent a crooked bank from first honoring a check and then itself determining to harass an enterprising individual or customer by debiting their accounts for no justified reason and litigating abusively? What is to prevent banks from perpetuating financial chaos on innocent depositor's accounts purely on the basis of their whims? Surely, a tangible reason for dishonor and an objective metric constituting proof of reason for dishonor other than whims/opinions of unauthenticated bankers is and must be mandated. Surely, a time frame is enforced and must be enforced (within 24 hours from deposit) for any decision making on check clearance by the depositary bank so depositors are protected from any unscrupulous or menacing actions of banks in an uncertain manner later. Surely, Appellee bank can be better off altering its procedures to conform to laws and statutes that make sense and are bilateral or multilateral and benefit depositors/consumers too, not simply the owners of banks illegally.

(IA.2) Appellant also has a First Amendment Constitutional right to protest which she has exercised and has not waived in this case. Appellant asserts that Appellee's deposit agreement of

discovery was drafted through misrepresentation in a unilateral manner (and was not actually given to Appellant when she opened her account on 1/18/01, to the best of her personal knowledge). Calls in the deposit document for waiver of notice of dishonor or protest or claims of bank to have absolute right of chargeback on a depositor's account are not only illegal but are also not applicable in all situations. The exceptions to the banks' norm are circumstances like the Appellant's case where Appellant's claims against Appellee have proven to be justified already. Therefore, Appellee's deposit agreement is unfair, misrepresentative and deceptive/artful practice (O.C.G.A § 13-8-14 and O.C.G.A § 13-8-15), prepared deceitfully without a depositor's consent, knowledge or prior acquiescence. This makes Appellee's deposit agreement an illegal and void contract generally, as it is in direct conflict and violation of statutes like O.C.G.A § 11-4-301 and O.C.G.A § 11-4-302 and numerous other laws as elaborately mentioned in Appellant's amended answer with counterclaim (R-383-472). At this point, it is important to mention that parties to any agreement/contract may by mutual consent abandon contract/agreement so as to make it not thereafter binding, as supported by Mary v. Selph, 77 Ga. App. 808, 50 S.E. 2d 27 (1948); M.W. Buttrill, Inc. V. Air Conditioning Contractors, 158 Ga. App. 122, 279 S.E. 2d 296 (1981). Also, as per O.C.G.A § 13-5-7 pertaining to rescission or release on a contract or agreement, a rescission of a contract by consent or release by the other contracting party shall be a complete defense. Generally speaking, rescission is in toto as it abrogates contract/agreement not partially but completely. Lyle V. Scottish Am. Mfg. Co., 122 Ga. 458, 50 S.E. 402 (1905).

Section 24 (page 21) of Appellee's deposit disclosures document (Exhibit E of Appellee's discovery package (R-383-472; R-754-873)) provides that the deposit agreement would be terminated with closure of Appellant's account. It is therefore true that since Appellant's account with Bank of America was shut down on or around 8/4/04 or 9/10/04, Appellant is anyway not bound by the terms of BofA's deposit agreement, due to rescission of the agreement according to O.C.G.A § 13-5-7, for the purpose of this case. Further, if one were to take the position that Appellee's unilateral amendments are effective when made until closure of account or termination by Appellant, it is noted that Bank of America's 2006 deposit agreement (2006 being the year when Appellee initiated its baseless action against Appellant) does not call for a waiver of notice of dishonor or protest anymore. Therefore, Appellant's position in this action is that she has the right not to waive dishonor notice and protest. Further, Section 24 (page 21) of Appellee's deposit disclosures (Exhibit E of Appellee's discovery (R-383-472; R-754-873)) also states that BofA's deposit agreement may be terminated by Appellant at anytime upon notice to the Appellee. Appellant has already given notice to Appellee asserting termination of the deposit agreement totally and completely through her denial earlier for Appellee's request for admissions (R-184-195), clearly stating that she is not governed by Appellee's deposit agreement. Appellant again reasserted the termination of Appellee's deposit agreement in her correspondence of second interrogatories to Appellee on or around 9/1/06 (R-239-257; 258-279). Appellant reasserted the termination again around 10/13/06 in her amended answer with counterclaim (R-383-472). Appellant also reasserted the termination again around

December 5, 2006 in her rebuttal to Appellee's motion for summary judgment (R-625-690; R-754-873; R-878-902). Appellant reasserts in writing once again now that Appellant is not governed by Appellee's deposit agreement or any of its unconscionable clauses. It is therefore true that Appellant is not bound or governed by any Bank of America's internal procedures of its deposit agreement/contract due to the provisions of O.C.G.A § 13-5-7, for the purpose of this case, as per case law mentioned earlier.

(IA.3) As adequately explained and elaborated in Appellant's amended answer with counterclaim, Appellee bank's actions in the current case are replete with bad faith or a lack of good faith or reasonable care, which makes its deposit agreement invalid due to bank's irresponsible behavior, and lack of any proper accountable individual (who was first responsible for dishonor of Appellant's check with personal knowledge for reason for dishonor which is not second hand or farther removed hearsay), and who works for Bank of America, for the purpose of this case, related to the subject matters of this case. Further, for an international check, under common law/state law/U.S. law/international law, a contract must, by all parties be knowingly, voluntarily, and intentionally entered into, without existing only in part without full disclosure, and must abide by state, and/or Federal laws, and international laws, or the contract becomes illegal and misrepresentative, and unenforceable & invalid. Therefore, Appellee's deposit contract which is in non-compliance of this fact is null and void. So, the Appellant has no contractual obligation to pay Appellee anything as Appellant is not bound to any contract with Bank of America that creates any contractual obligation, for Appellant.

(IA.4) There is also no contractual obligation for Appellant explicitly stated on the one page signature card of Appellee presented as Exhibit A (R-383-472; R-754-873) with Appellee's motion for summary judgment, and in discovery. The Appellee's signature card also deceitfully omits any mention of unilateral modification of terms and conditions. Moreover, no law or statute of Georgia or the United States is explicitly and clearly/unambiguously stated on the one page signature card of Appellee presented as Exhibit A of its discovery package. It must also be noted that the one page signature card mentioned there did not constitute full disclosure to Appellant by Appellee on 1/18/01, the date/day the account in it was opened, and was also the only disclosure to Appellant when she opened her account, and not Exhibit E (R-383-472; R-754-873), of the deposit agreement document submitted with Appellee's discovery package. O.C.G.A § 11-4-103(a) is also applicable in favor of Appellant's above arguments as is corroborated by case law where it was held that a bank cannot enforce agreement permitting it to act in violation of reasonable commercial standards. Perini Corp. V. First Nat'l Bank, 553 F.2d 398 (5th Cir. 1977). Additional details on this issue are also given in, "Measure of damages for breach of duty by a bank in respect to collection of commercial paper, 67 ALR 1511."

IIA. NO SALE OF GOODS OR SERVICES IS REQUIRED BY A DEPOSITOR/ENDORSER FOR CASHING A CHECK ISSUED AS BUSINESS CAPITAL FOR EXPENSES

Appellee's comments about goods or services in connection with Appellant's capital expenses check deposited on 6/12/04 are irrelevant to cashing the

check by the Appellant who is merely an endorser or depositor.

(IIA.1) This case is anyhow not about the enforcement of an arbitrary condition of supply of goods or services for every check deposited in every bank in the world. The said check relevant to this case was obtained by the issuer as a loan from his issuing sources (and not as a loan from Bank of America) and issued for use as capital and for funds for reimbursement of expenses. So, it is irrelevant and immaterial to this case and outside the scope of this case, as to what the purpose of the Ulster Bank check was for, or whether it was to supply goods or services, or whether it was for capital or reimbursement of expenses. It should not concern the Appellee in any way as to what the check was for anyhow, and the Appellee's broaching the issue in its summary judgment brief is an ignorant and moot point that does not justify the absurdity perpetuated by Appellee on Appellant's account. Anyway, the Appellant is not aware of the details of the confidential business transactions between her husband, Mr. Srinivas Vadde, and Mr. Joseph Sanusi or the Government of Nigeria and the United States Government. Notwithstanding the fact that such details are impertinent to this case and beyond the scope of this case, Appellee's attorney and Appellee are reminded that Mr. Vadde's Constitutional Right to Privacy, Legal Business Agreements Requiring Confidentiality, Work Product Privilege, and other Confidentiality Agreements protect him (to protect his competitive advantage) and prevent him from disclosing/divulging the complete details of the goods/services and his benign influence rendered for the check, for the purpose of this absurd case. To the best of Appellant's knowledge, her husband's check was a legitimate

check received as capital for legitimate business purposes, and is honorable. Appellee's issue is so moot that one must wonder as to what goods or services the Appellee supplies for every loan/capital/expense reimbursement check or funds it receives from its investors or any government, for cashing the check or funds. Does Bank of America supply and provide goods and services for every check or fund it receives? The answer clearly is that, no, it does not. In fact, one should ask themselves the question, "do banks such as Bank of America really do anything concrete or tangible at all or of direct value such as supply goods or services for every check or deposit they receive?" The answer clearly is, "No." In fact, banks simply make their money on receiving deposits/funds/checks/capital and payments from them or on commissions obtained by lending out money (for large interest rates) based on the amount of deposits obtained. It was truly then quite hypocritical of banks and their ignorant representatives to attempt to hold others/their customers to standards that defy common sense, and those that they do not or would not hold themselves to.

(IIA.2) Anyway, it is important to understand that this case is not about a depositor's/endorser's obligation or contracts to provide goods or services to a third party for a deposited check. Please note that, the only logical conclusion that is possible to be drawn by any sane individual when a bank arbitrarily harasses its depositor with no tangible reason or evidence to dishonor a deposit, is that the bank's only goal is to attempt as many bogus unjust ways as possible to thwart the reaching of capital or funds to the individual, for bank's own insane agenda of manipulating its balance sheets for its selfish and deceitful motives. Please also note that

the maker of the check has not brought any suit on contract on Appellant or her husband for any breach of contract. It was only Bank of America bringing a bogus suit on contract over irrelevant issues, on which it has no authority or reason to bring a suit on. This case is about aiding in the enforcement of proper honoring of a deposited check in a timely manner (within 24 to 48 hours of deposit), and enforcement of the discharge of the Appellant from/of any liability, in addition to making BofA compensate Appellant for damages. In any case, the depositary bank, Bank of America, is no 3rd party to whom Appellant is obliged to provide any goods or services to, for the check deposited. It is also emphasized that in this case, the Appellee, Bank of America had/has no contract for Appellant to perform services or provide goods for someone else, nor is the Appellee or are its representatives empowered to enforce any preposterous requirement of the need for a customer/depositor to supply goods or services for every capital or expense reimbursement check they cash at a bank, especially in a capitalistic country such as the United States which is supposed to be a pioneer of freedom of individuals and free market enterprise, without artificial or restrictive government control of the economy, and an individual's earning potential and capital or income.

(IIA.3) The exact details of the purpose of the check have clearly been presented in Exhibit AAA attached with Appellant's Motion for Summary Judgment (R-383-472; R-754-873) and Appendix G of her Petition for Certiorari. As is clear from the principles of trade and commerce and commonsense, capital is received from lenders or investors before the performance of any legitimate business activity or at the start of a legitimate business to meet capital expenses, upfront, and one does not have to

provide either goods or services for the very check received as capital or reimbursement of expenses (as a matter of legal principle for the purpose of this case). So, Appellee's past points on this issue are actually not only hypocritical but are also irrelevant and non-issues here. In other words, it is beside the point and extraneous to this case, logically speaking, as to what the check or money from the check/deposit was meant for. It suffices to state that the money from the check was given for legitimate capital expenses, to be used as convenient, without let or hindrance. It is also worth mentioning that expenses incurred for reimbursement do not qualify to be termed as a 'benefit' according to the laws of economics. Further, according to O.C.G.A § 11-4-401(b), a customer is not liable for the amount of an overdraft if the customer neither signed the item nor benefitted from the proceeds of the item. Since, the funds from the said check in this case were all spent or paid for expenses in the American economy long before the date of this writing and Appellant got no benefit from it, Appellant is not liable for anything in this case. An alternate analogy that illustrates Appellant's explanation pertains to everybody who ever deposited a capital check, especially attorneys is as follows: Most/many attorneys take their check/capital or fees upfront and cash it without providing any services or perhaps we ought to rephrase the statement to say that they cash their checks before they provide anything, whether goods or services or influence, and sometimes spend all such funds up on expenses in the economy. Does that make all such checks deposited counterfeit? Definitely not. So, Appellant's check deposited is also not counterfeit as alleged by Appellee and Appellee's arbitrary harassment of Appellant

benefits nobody; neither the Appellant, nor the Appellee, nor the American or world economy.

(IIA.4) Criteria for what constitutes proof that a check is counterfeit are set or to be set by the Legislative and Executive Branches of Government, with clarity, and in no uncertain terms; and not by banks' whimsical and haphazard ways, by Appellee's attorneys, or anyone else. As per the known laws and Statutes of Georgia, the United States, and international laws existing currently, Appellant's check is an honorable and legitimate/genuine/authentic/valid check that has already cleared. Further, according to Article 2(d) of the United Nations Convention on Contracts for the International Sale of Goods, the convention is clearly stated not to apply to sales of stocks, shares, investment securities, negotiable instruments or money. Therefore, Petitioner is exempt, as a depositor/endorser, from any arbitrary requirement of sale of goods or services for a check cashing transaction involving a negotiable instrument.

IIIA. CONSTITUTIONAL AND STATUTORY VIOLATIONS BY BANK OF AMERICA AND COURTS

(a) To recapitulate, summarize, and reassert, this case involved egregious and repugnant violations of Petitioner's constitutional civil rights guaranteed by the United States Constitution. (b) Constitutional issues involved and violated by BofA's unjust actions in this case (R-346-376), such as baseless intrusion/probing into her private banking matters, unauthorized seizure of funds (analogous to property) in Petitioner's accounts, closure of accounts, and calls for waiver of protest and notice of dishonor, etc., include but are not limited to the

First, Fourth, Fifth, Seventh, and Fourteenth Amendments of the United States Constitution. (c) The statutes involved in this case are those pertaining to the laws of Uniform Commercial Code (UCC) applied to check transactions in general, such as, UCC (§ 4-301, § 4-302, and § 4-105(2)) and OCGA (§ 11-4-301, § 11-4-302, § 11-3-502, § 11-4-104(10), § 11-4-105(2), § 11-4-201(a), § 11-4-202, and § 11-4-215 (a) etc.). (d) At issue in this petition are BofA's constitutional violations of the UCC Statutes since ***Petitioner contends that the UCC statutes involved in this case discharge her of liability and make BofA liable to compensate her.***

To elaborate, Petitioner's Constitutional rights were violated on numerous occasions in this case in the trial court as well as the Court of Appeals of Georgia. Petitioner had been treated with bias and inequality in the past; both her procedural and substantiative due process rights had been violated; and the guarantees of both The State of Georgia Constitution and The United States Constitution had not been upheld by the Courts. It was also error for Court of Appeals to have upheld the trial court's errors and erroneous decisions despite constitutional violations.

1) This case was originated solely on the basis of random and arbitrary suspicion or hearsay rumors, political bias/vendetta, emanating from intangible and inadmissible evidence, such as whims and opinions of bankers; which was unjustly presented as if the witnesses had firsthand knowledge on the matters of clearance of checks of Petitioner, which knowledge the witnesses did not have. There was also no foundation laid for admissibility of BofA's affidavit of hearsay, as per OCGA § 24-3-14(b). BofA's allegations in this case were based solely on

hearsay, whims/opinions, and illegally framed/fabricated evidence when better evidence, including opinion(s), favoring innocence and discharge of liability for Petitioner was readily available for presentation and consideration in the court. Rumors from unknown sources are inadmissible hearsay. Plemans v. State, 155 Ga. App. 447, 270 S.E. 2d 836 (1980). Other citations suggesting that such hearsay is inadmissible are; Clauss v. Plantation Equity Group, Inc. 236 Ga. App. 522, 512 S.E. 2d 10 (1999); Daubert v. Merrell Dow Pharmaceuticals, Inc. 509 U.S. 579 (1993) (Cited in Opinions of The United States Supreme Court); General Electric Co. v. Joiner, 522 U.S. 136 (1997) (Cited in Opinions of The United States Supreme Court); Kumho Tire Co. Ltd. v. Carmichael, 526 U.S. 137 (1999) (Cited in Opinions of The United States Supreme Court).

2) BofA's unilateral modification of deposit agreement terms was unconscionable since it unjustly attempted to prevent protest/dissent, and thus violated the First Amendment of the U.S. Constitution.

3) The method of presentation of self-serving statements as bogus/fabricated evidence by BofA to the State Court and State Court's unjustified actions and decisions also violated the Petitioner's civil rights protected by the First, Fourth, Fifth, Seventh, and Fourteenth Amendments to the United States Constitution, also applicable through the Georgia Constitution.

IVA. ADDITIONAL GROUNDS FOR GRANTING THIS PETITION

1) It has already been demonstrated in Petitioner's Certiorari and the current Petition for Rehearing on Certiorari that the issues presented in this case hinge on principles of finance, international trade, and commerce, in the current day interconnected and interdependent world economy, which are of great importance, gravity, and value to the public/community (including aliens, immigrants, citizens, consumers, and banking customers/depositors), and the world financial system, at large.

2) Appellant had meritoriously issued point to point rebuttals for each and every issue raised by Bank of America, the State Court of Georgia, and Georgia Court of Appeals in its opinions and decisions dated 11/20/09 and 11/30/09, in her Petition for Certiorari dated 7/21/10 and its Appendices E through H. (a) Specifically, to recapitulate, details supporting the fact that ***Petitioner has no contractual obligation with BofA***/liability towards BofA was presented in Section VIA of Appendix H. (b) Details supporting the fact that ***Goods/Services are not needed to cash a capital check*** meant for incidental expenses were presented in Section VIIA of Appendix H. (c) Details supporting the fact that ***Petitioner is entitled to Summary Judgment*** were presented in Section VIIIA of Appendix H. (d) Details supporting the fact that ***Appellee wrongly dishonored Petitioner's check*** were presented in Section IXA of Appendix H. (e) Details supporting the fact that ***Appellee failed to give timely notice of dishonor to Petitioner*** were presented in Section XA of Appendix H. (f)

Details supporting the fact that ***Appellee has no right of chargeback in this case*** were presented in Section XIA of Appendix H. (g) Details supporting the fact that ***Petitioner's defense of estoppel precludes BofA's recovery & extortion from Petitioner*** were presented in Section XIIA of Appendix H. (h) Details supporting the fact that ***BofA presented neither evidence to justify dishonor of Petitioner's check nor evidence as proof of mailing of any timely notice of dishonor to Petitioner,*** were presented in Section XIIIA of Appendix H. (i) Details supporting the fact that ***BofA's witnesses have no personal knowledge*** were presented in Section XIVA of Appendix H. (j) Details supporting the fact that ***Petitioner deserves to be compensated by BofA*** were presented in Section XIII of the main body of the Petition for Certiorari as well as Section XVA of Appendix H.

3) Hearsay, opinions, and conclusory allegations in BofA's affidavits are inadmissible as evidence on Summary Judgment. This is supported by Judgment and case law in Langley v. National Labor Group, Inc., 62 Ga. App. 749, 586 S.E.2d 418, (2003). It is also clear that ***even if Appellee had claimed a dishonor of Petitioner's check*** (which has now turned out to be only hypothetical), ***dishonored checks cannot be criminal or tortious when drawer does not know or intend check to be dishonored at time it is written,*** as is the situation with Petitioner here. Duffy v. Landberg, 133 F3d 1120 (8th Cir. 1998). Besides, BofA already honored/cleared/paid the check on 6/14/04, as per evidence presented and O.C.G.A § 24-4-23.1. So, decisions of lower courts from 2/4/09, 11/20/09, and 12/09/09 must be overturned.

4) Although Appellant's husband, Srinivas Vadde, has already sought to be paid Multimillions and/or Billions of Dollars for his earnings from the Federal Government of Nigeria swiftly/immediately, there is no law or statute that suggests that if and when or once Appellant's husband gets paid his earned Millions and/or Billions of U.S. Dollars in income first, then Appellant must not be paid the sought after $1 Million+ in relief from Bank of America (BofA) for its unjust acts and action against Appellant in the past. There is also no law or statute that suggests that ill conceived opinions and unreasonable court denials or procrastination and protraction of this case gives permission to the Federal Government of Nigeria to delay paying Appellant's husband retribution for the mess he and Appellant have faced in the U.S. legal system for checks from Nigeria and business transactions with the Nigerian Government. Similarly, there is also no law or statute that suggests that if Appellant is paid her financial relief of around $1 Million+ by Bank of America immediately, that the Nigerian Government can unjustly slack off and procrastinate payments to her husband, Srinivas Vadde, for his Multimillions and/or Billions of Dollars (since Billions also have Millions in them) in earnings and money owed to him by the Federal Government of Nigeria. As a matter of fact, the Nigerian Government has a moral obligation to pay Appellant's husband, Srinivas Vadde, Millions and Billions of U.S. Dollars immediately, and has been urged to pay him fast. Of course it would be quite just for the Nigerian Government to act independent of anyone else as the government of a sovereign nation and pay Srinivas Vadde in Millions and/or Billions of U.S Dollars immediately, as of the date of making the current

Petition in October 2010 too. Moreover, the fact that Appellant suffered due to BofA's wrongful alleged dishonor and/or failure in giving timely notice of dishonor in this check case merits immediate award of financial relief of over $1 Million Dollars from BofA to Appellant regardless of any other earnings of her husband from any other avenues. Appellant further asserts that earnings of her husband, Srinivas Vadde, being paid to him, and her financial relief sought in this case being granted and paid to her, are mutually exclusive events (meaning that occurrence of any of the events is not dependent on the occurrence of the other events) that can and must both preferably occur fast, without even a single day's unnecessary procrastination, at least from now on (the date of making this Petition in October 2010).

Therefore, this Petition and Petitioner's Certiorari requests must be granted.